

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALBERT YAGUDEAV,

Plaintiff,

Case No.: 18-cv-513

- against -

CREDIT AGRICOLE SECURITIES (USA) INC. d/b/a
CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK,

Defendant.

STIPULATION

WHEREAS, Plaintiff Albert Yagudaev has commenced an action for violations of the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.* (“ADEA”), the New York State Human Rights Law, the New York Executive Law § 290, *et seq.* (“NYSHRL”), and the New York City Human Rights Law, Administrative Code of the City of New York §8-107 *et seq.*, (“NYCHRL”) for discrimination against Plaintiff solely on the basis of his age, and for retaliation (the “Action”); and

WHEREAS, Defendant Credit Agricole Securities (USA) Inc. (“CAS”), by and through its attorneys, have advised that it did not employ Plaintiff and was thus improperly named as a defendant in this action

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys for Plaintiff and Defendant:

1. Plaintiff will file an Amended Complaint removing Defendant “Credit Agricole Securities (USA) Inc. d/b/a Credit Agricole Corporate and Investment Bank” and adding Defendant “Credit Agricole America Services, Inc.” by March 14, 2018.
2. The Parties agree that the applicable statute of limitations governing Plaintiff’s claims be tolled as to CAS as of the date it was commenced and until this action is closed (e.g., dismissal, settlement, etc.).
3. Except to the extent provided elsewhere in this Stipulation, the Stipulation is made without prejudice to other rights, claims or defenses of any party. This Stipulation does not and shall not constitute an admission that any conduct by any of the Parties was in violation of any cause of action. The Parties further agree that this Stipulation will not be admissible for any purpose other than to rebut a defense based on the passage of time as to “Credit Agricole Securities (USA) Inc. d/b/a Credit Agricole Corporate and Investment Bank” or to defend against any claim, action, or other proceeding that may be brought by one of the Parties against another in breach of this Stipulation.

4. This Stipulation can be executed in counterparts and any photocopy, fax or other electronic transmission of the same is deemed to be an original.

Dated: New York, New York
March 14, 2018

VIRGINIA & AMBINDER, LLP

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